

## **Bidder Terms and Conditions – ONLINE-ONLY LIVE FIREARMS AUCTIONS**

We advise all bidders to read the Terms and Conditions of the Sale before bidding with DAN MORPHY AUCTIONS LLC and/or MORPHY FIREARMS LLC collectively referred to below as MORPHY AUCTIONS. Those who bid are bound by those Terms and Conditions of the Sale, as amended by any oral announcement, published or posted notices, which together form the contract of the sale between the successful bidder (buyer), MORPHY AUCTIONS and the seller (consignor) of the lot.

### **TERMS OF SALE**

When bidding on any lot offered by MORPHY AUCTIONS, the bidder indicates acceptance of the following Terms of Sale. Any participation in the auction binds you to agreement of these terms whether you read or understand said terms. The Terms in writing contained herein are subject to change without notice and bidder agrees that the most recently published Terms of Sale as published or amended on the website at the beginning of the auction shall apply.

### **CONDITION OF ITEMS**

MORPHY AUCTIONS makes every effort to accurately describe all items offered in its sales, however, all items for sale are “as is, where is” and it is the bidder’s responsibility to determine the exact condition of each item. MORPHY AUCTIONS recommends that you make an appointment to personally view any items. Requests for additional information/photos will not be accepted for the online-only live auctions. MORPHY AUCTIONS will not be held responsible for typographical errors. Neither we, nor the consignor, make any guarantees, warranties, or representations expressed or implied, in regard to the property or the correctness of the description, of the authenticity of authorship, physical condition, size, quality, rarity, importance, provenance, exhibition, literature, or historic relevance of the property or otherwise. No statement anywhere, whether oral or written, shall be deemed such a guarantee, warranty, or representation. The consignor and we make no representation or warranty as to whether the purchaser acquires any reproduction rights in the property. All items are sold for display purposes. If electrical, mechanical, or other working parts are inoperable, even if working at the time of sale, we are not liable due to the inherent nature of the age of these antiques and items. Returns will not be accepted under any circumstances. **ALL SALES ARE FINAL. THERE WILL BE NO REFUNDS AND NO EXCHANGES.** Please contact us within 3 days of receiving your item if the item does not match the TITLE.

FIREARMS – All firearms transfers will be in strict accordance with all International, Federal, State, and local laws. Be sure to check your country, state, and local laws before bidding. If you are unable to import, purchase or own a firearm according to your residency laws, do not bid on these items. If you bid and find out later you cannot legally own/accept delivery, the bid is still a valid contract that the buyer must pay.

- Firearms Catalog Designations
  - A: Antique
  - M: Modern (post 1898), Federal Firearms License (FFL) requirements apply
  - C: Curio & Relic eligible
  - N: National Firearms Act / Title II Gun Control Act of 1968 (Class III SOT) requirements apply
  - D: Destructive Devices
  - M: Modern firearm imported from Canada, will have unassuming markings that contain required import information. Marking letters are normally 1/16" tall and just over 0.003" deep. Buyers must consider this in their bidding. Marking will not appear on antique firearms imported from Canada.
- Checkout and pickup at our location:
  - The same person to whom the bidder number is registered must be the person to pick up the firearm(s) at the conclusion of the sale – Federal Law prohibits anyone else from accepting the transfer.
  - Licensed bidders, i.e. Federal Firearms licensees or Curios & Relics license holders must present a current signed copy of their license. C&R licensee purchases must conform to the Bureau of Alcohol, Tobacco, Firearms and Explosives (BATF) C&R requirements.
  - Non-Residents of Pennsylvania
    - May not pick up modern or curio firearms without a valid FFL or C & R license.
  - Residents of Pennsylvania
    - Modern firearms sales to non-licensed Pennsylvania bidders who are picking up guns at our location will require the completion of a form 4473 background check.
    - Handgun purchases also require an additional PICS form/background check for each handgun purchased. This process to fill out forms and obtain a response may take 5-10 minutes. Any applicable state fees associated with these checks will be added to the customer's invoice.
    - If you are "Denied" by FBI / PICS background check you will not be able to take possession of the firearm and the firearm will be consigned to the next available firearm auction. Dealers and Individuals that bid on and win items own the items and are fully responsible for payment within terms regardless of whether the FBI / PICS approves their taking physical possession of the

items. MORPHY AUCTIONS will not cancel the sale due to disapproval for any reason.

- If you are appealing a “Denied” decision, we will hold the firearm only if you pay in full.

- Shipping

- Any firearms being shipped are legally required to be shipped to a BATF licensed FFL dealer within your state of residence for transfer and pickup. For states that allow shipment of C&R firearms to the C&R license holder, MORPHY AUCTIONS reserves the right to ship those C&R firearms to the address listed on C&R license. You will be responsible for all shipping and transfer costs incurred.
- Modern handguns are required to be shipped via UPS OVERNIGHT.
- Modern long guns are shipped via UPS ground to the FFL dealer.
- Upon receipt of the invoice, the buyer is to confirm the FFL validity and ship to address on the invoice. If not already on the invoice or it is changing, contact a licensed dealer to send their FFL to [firearms@morphyauctions.com](mailto:firearms@morphyauctions.com) with the **paid invoice number notated in the subject field**.
- MORPHY AUCTIONS will not be responsible for exporting modern firearms, weapons of any kind or any ammunition. Please see INTERNATIONAL SHIPPING below for additional shipping information. Buyer may contact a third-party provider. We recommend contacting an exporter prior to bidding for pricing, process and timeline information.

- National Firearms Act (NFA) Class 3 Weapons and Destructive Devices (DD) Processing

- Dealers: Buyer must provide MORPHY AUCTIONS with a copy of their active FFL and either their SOT or DD license, whatever applies. Estimated time for processing and approval of the required Form 3 normally takes two months, dealer to dealer via E-File is usually less than a week.
  - Individuals: Law requires a completed Form 4, or Form 5 for deactivated guns. MORPHY AUCTIONS will prepare and sign the front of the applicable transfer form, and send to the individual buyer. Buyer is responsible for completing requirements for fingerprints, photo, and a fee of \$200 per item, as well as completing applicable portions of the reverse side of the form. Estimated time for processing and approval of Form 4 is 9-12 months.
  - Dealers and Individuals that bid on and win NFA or DD items own the items and are fully responsible for payment within terms regardless of whether the BATF approves their taking physical possession of the items. MORPHY AUCTIONS will not cancel the sale due to BATF disapproval for any reason.
- Long guns will only be sold to persons 18 years of age, or older. Handguns will only be sold to those persons 21 years of age, or older. Dealers are bound by these minimum age requirements.
  - Since all firearms sold are “collectible” items, MORPHY AUCTIONS does not test the safety or warrant functionality of these firearms. All firearm purchases should be examined by a certified gunsmith prior to shooting.
  - MORPHY AUCTIONS reserves the right to deny the sale of a firearm to any buyer.

## **GOODS MADE FROM OR CONTAINING MATERIALS FROM PROTECTED SPECIES**

MORPHY AUCTIONS does not accept any responsibility or liability for the sale of items containing materials from protected species or for any omission in marking or labeling goods as containing materials from protected species. Such material includes, but is not limited to, ivory from elephants and walruses, tortoise shell, crocodile skin, whalebone, rhinoceros' horn, some species of coral and certain woods. Restrictions on the importation, exportation, sale, transfer, and/or possession of goods containing materials from protected species derive from international, federal, and state laws and regulations promulgated thereunder. Laws include, but are not limited to, the Convention on International Trade in Endangered Species of Flora and Fauna (CITES), the Endangered Species Act (ESA) and the Marine Mammals Protection Act (MMPA). States currently restricting trade of protected species includes, but are not limited to,

California, New York and New Jersey. Prospective buyers are on notice that several countries completely prohibit importation of property made, all or in part, of protected materials. Some countries require special permits, such as a CITES permit, from the relevant regulating authority in the countries of exportation and importation as well. Potential buyers intending to import the property into another country should be familiar with the relevant customs laws and regulations prior to bidding on goods containing material from protected species. Regulations may vary as the U.S. generally prohibits importation of articles containing material(s) from species it has designated endangered or threatened if the articles are less than 100 years old, subject to certain exceptions. It shall be the potential buyer's sole responsibility to research and satisfy the requirements of any laws and regulations that apply to the import and export of property as described in the aforementioned paragraphs. All buyers agree to comply with any and all domestic and international restrictions on the trade of protected species as a condition of the sale. Please note that the ability to obtain an export license or certificate does not ensure the ability to obtain an import license or certificate in another country, and vice versa. It is the buyer's responsibility to obtain any export or import licenses and/or certificates as well as any other required documentation. MORPHY AUCTIONS is not able to assist the buyer in attempting to obtain the appropriate licenses and/or certificates, and there is no assurance that an export license or certificate can be obtained. The inability or delay in obtaining permits, licenses or other permissions to import or export goods containing material from protected species will not constitute a basis for rescission or cancellation of the sale of said goods or the delay in payment of purchased items in accordance with these Bidder Terms and Conditions.

## **BIDDING:**

- **ONLINE BIDDING** - The items will be available for pre-bidding online approximately 3 weeks prior to the auction date. The live portion of the auction will start at 9:00am EST, the date of the sale. All Terms and Conditions apply to online bidding through [www.morphyauctions.com](http://www.morphyauctions.com) and any other bidding platforms.

- **BID RESULTS** –Please allow 24-48 hours post auction to receive your official invoice from MORPHY AUCTIONS. MORPHY AUCTIONS will only contact successful bidders. The invoice will include item hammer price, buyer’s premium, shipping, handling, insurance, taxes, and any other charges that apply.

## **BID INCREMENTS**

Bid increments listed are a general guideline. Actual increments are at the auctioneer’s discretion. If a lot does not receive a bid of 50% of the low estimate, the lot will be passed by the auctioneer.

\$0 - \$500...\$25	\$500 - \$1,000...\$50	\$1,000 - \$2,000...\$100	\$2,000 - \$5,000...\$200
\$5,000 - \$10,000...\$500	\$10,000 +... Auctioneer’s discretion		

## **BUYER’S PREMIUM**

- A 23% buyer’s premium will be added to all successful bids in the online-only live auction and is payable by the buyer as part of the total purchase cost. A surcharge will be added for third party online platforms. **Refer to your bidding platform of choice for the final buyer’s premium.**

## **SALES TAX**

MORPHY AUCTIONS is required by law to collect sales tax where our company has nexus. Sales tax rate will be charged by law on behalf of the state and locality where the customer of record takes possession of their purchase. Lots are subject to all applicable state and local taxes, unless the required form and copy of permit are on file with MORPHY AUCTIONS. It is the bidder’s responsibility to know the sales tax rate applicable. As a convenience and without any guarantee, you may use this website, <https://www.taxjar.com/sales-tax-calculator>, as a resource to calculate your applicable sales tax rate. Bidder agrees to pay MORPHY AUCTIONS the actual amount of tax due if sales tax is not properly collected due to 1) an expired, inaccurate, or inappropriate tax certificate or declaration, 2) an incorrect interpretation of the applicable statute, 3) or any other reason. The appropriate form and certificate must be on file at and verified by MORPHY AUCTIONS five days prior to the auction, or the tax must be paid. If the required form and certificate is received by MORPHY AUCTIONS within 4 days of the conclusion of the auction, you qualify for a refund for the tax paid. Lots from different auctions may not be aggregated for sales tax purposes.

## **PAYMENT, INTEREST & STORAGE FEES**

Invoices will be auto charged to the credit card we have on file at MORPHY AUCTIONS for the full amount due once shipping has been added, usually within 24 hours following the auction. Bidders who bid through a 3<sup>rd</sup> party platform must contact MORPHY AUCTIONS to provide their credit card information OR submit payment in full online at [www.morphyauctions.com](http://www.morphyauctions.com) within 24 hours following the auction. A copy of the invoice paid will be sent by email. It is the buyer's responsibility to obtain and send any additional information necessary to initiate transfer and shipping.

### **STORAGE**

All goods not retrieved by the Buyer within 45 days after the invoice date shall be subject to a monthly storage fee of \$100/month. Buyer authorizes MORPHY AUCTIONS to sell at their standard commission and consignment contract terms, any goods not retrieved after a 90-day period in any manner deemed appropriate by MORPHY AUCTIONS and the proceeds will be applied to any outstanding balance due from the buyer.

In the few situations where a successful bidder does not remit payment when due, MORPHY AUCTIONS will proceed with the legal steps necessary to protect its interests and will block the bidder from future auction participation.

### **PICKING UP YOUR ITEMS**

- **All pickups are by appointment only. Please call MORPHY AUCTIONS once you have received your paid invoice to schedule a pickup appointment.**
- **Non-Residents of Pennsylvania may not pick up modern or curio & relic firearms without a valid FFL or C&R license.**

### **SHIPPING/HANDLING**

- It is the bidder's responsibility to take shipping, handling, and insurance costs into consideration when bidding on items.
- Shipping, handling, insurance, and taxes will be added to all invoices that MORPHY AUCTIONS agrees to ship. We recommend you arrange insurance for your items immediately upon becoming the highest bidder. Shipping will be based on actual costs provided by UPS, USPS, or other carriers based upon the content's size and weight.

Packaging and insurance will vary in cost depending on the contents and value of the shipment.

- Oversize and breakable items are not standard shippable items and will require shipment by a 3<sup>rd</sup> party shipper. MORPHY AUCTIONS cannot combine standard shippable items with oversize and breakable item shipments.
  - If any employee or agent of MORPHY AUCTIONS packs or transports the merchandise, it is fully at risk, responsibility, and expense of the buyer. MORPHY AUCTIONS shall not be held liable for any loss or damage that may be caused by the said agent or employee.
  - MORPHY AUCTIONS will ship items to the buyer at the listed address via UPS or other carriers, FOB (Free on Board), Denver, Pennsylvania, or FOB other auction locations.
  - Shipping will occur within 14-21 business days from the date payment is received. Any risk to the item(s) during transit via UPS, or any other carrier is at risk of the buyer. Buyer releases MORPHY AUCTIONS from all claims for loss or theft to any item during transit and agrees to pay all costs of defense, including attorney's fees, for any claims brought against MORPHY AUCTIONS for loss or theft occurring during transit.
  - MORPHY AUCTIONS will not be held responsible for loss, mis-delivery, or theft of packages. Insurance covers damage that occurred in shipment only. Specific requirements must be met during the claim process, including photographs of the damaged shipping box prior to opening. If there is no visible damage to the box, shipping damage claims will not be processed.
  - Customer provided shipping labels will not be accepted.
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- INSURANCE - Shipping insurance is automatically added to invoices for shipment to the United States and Canada locations. Insurance may be waived by providing MORPHY AUCTIONS with a signed insurance waiver. Insurance for all 3<sup>rd</sup> party shipments must be arranged through that carrier. Insurance purchased through MORPHY AUCTIONS applies only to shipments to the United States and Canada. Buyers must purchase their own insurance for shipments to other countries.
  - INTERNATIONAL SHIPMENTS – MORPHY AUCTIONS welcomes our international customers. MORPHY'S can provide upon request a complete process and set of recommended company contacts with whom the Buyer can work to understand the steps, timing, and cost to acquire items at auction. It shall be the potential buyer's sole responsibility to research and satisfy the requirements of any laws and regulations that apply to the import and export of property and for paying all shipping costs, customs and duties on the items. By law, MORPHY AUCTIONS cannot, and will not, declare lesser values for any international purchases and all shipments will include the invoice with purchase totals including the buyer's premium and shipping cost.

- 3RD PARTY SHIPPING of OVERSIZE ITEMS—Buyers will need to either pick up the items personally or arrange a 3rd party shipping service for oversize items.
- 3<sup>RD</sup> PARTY SHIPPING OF BREAKABLE, DELICATE, FRAGILE ITEMS - MORPHY AUCTIONS reserves the right to decline shipment of items based on its fragility. If an item is unable to be shipped in-house, the item will require shipment by a 3rd party or pick-up arrangements to be made. MORPHY AUCTIONS will not ship any items that are neon or contain neon. Other examples of fragile items include glass display cases of any size; coin-operated, arcade and vending items with fragile parts and/or glass; signs with parts or protrusions beyond the main body of the sign, oversized vases, high value lamps and glass of all sizes, high value artwork including but not limited to paintings, statuary, sculpture, figurines, dioramas, and other intricate items; and items subject to impact by moisture and known handling issues in the supply chain. Under no circumstances will MORPHY AUCTIONS be responsible for shipping damage to picture frames of any kind. MORPHY AUCTIONS will not remove items from frames.
- For any buyers who wish to arrange for their own shipping, MORPHY AUCTIONS must be notified at least seven (7) days prior to the arrival of the shipping company. Buyers must reach out to MORPHY AUCTIONS to provide the name of the shipper they are releasing their items to. The shipper must then contact MORPHY AUCTIONS to schedule a pickup appointment. Pickups must be scheduled to begin and end within our normal business hours (9am – 4pm weekdays).
- STORAGE FEE – MORPHY AUCTIONS will charge a monthly storage fee of \$100/month for item for any items remaining at MORPHY AUCTIONS location for more than 45 days. Buyer authorizes the MORPHY AUCTIONS to sell at their standard commission and consignment contract terms, any goods not retrieved after a 90-day period in any manner deemed appropriate by MORPHY AUCTIONS and the proceeds will be applied to any outstanding balance due from the buyer.

#### **AGREEMENT REGARDING GOVERNING LAW, VENUE, AND LEGAL RIGHTS**

I hereby understand and agree that any controversy or claim arising out of or relating to MORPHY AUCTIONS Bidder Terms & Conditions, which includes this provision (hereafter referred to as “Terms & Conditions”), MORPHY AUCTIONS, or the breach thereof (hereafter referred to as “Claims”), shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflict of law provisions. I hereby irrevocably submit to the personal jurisdiction of the appropriate court in Lancaster County, Pennsylvania in any action or proceeding arising out of or relating to the Claims and their enforcement, and I agree that any and all Claims must be adjudicated, heard, determined, and resolved in said court, and I hereby irrevocably waive any objection on the ground that any such action or proceeding in said court has been brought in an inconvenient forum. MORPHY AUCTIONS failure to exercise or enforce any right or provision of these Terms & Conditions or any other



legal rights, shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms & Conditions by MORPHY AUCTIONS must be made in writing and signed by an authorized representative of MORPHY AUCTIONS specifically referencing the provision(s) contained within the Terms & Conditions to be waived. Headings used in the Terms & Conditions are for convenience only and are not to be relied upon. If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions shall remain in full force and effect. These Terms & Conditions will inure to the benefit of, and are intended to be, enforceable by MORPHY AUCTIONS, its parents, subsidiaries, affiliates, successors, assigns, members, directors, officers, and licensees. There are no third-party beneficiaries to these Terms & Conditions; a person or entity who is not a party or signatory to these Terms & Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term or provision of these Terms & Conditions.

#### PRIVACY

**TO REVIEW OUR PRIVACY POLICY, PLEASE VISIT [WWW.MORPHYAUCTIONS.COM/PRIVACY-POLICY](http://WWW.MORPHYAUCTIONS.COM/PRIVACY-POLICY)**

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